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San Diego Bike & Kayak Tours, Inc.;
Cross-Defendant Nicholas Bauman and
Cross-Defendant Marcella Di Michieli

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

SAN DIEGO BIKE & KAYAK TOURS, INC., a California corporation, Plaintiff, v. LA JOLLA KAYAK & COMPANY, LLC, a limited liability company, LA JOLLA KAYAK, LLC, a California corporation; MICHAEL LUSCOMB, an individual; SHARON LUSCOMB, an individual, Defendants. AND RELATED COUNTERCLAIMS	CASE NO.: 07-CV-2173 L (CAB) **JOINT STIPULATED MOTION TO DISMISS WITH PREJUDICE ALL CLAIMS AND COUNTERCLAIMS**

On August 22, 2008, Plaintiff and Cross-Defendant San Diego Bike & Kayak Tours, Inc., Cross-Defendant Nick Bauman and Cross-Defendant Marcella Di Michieli entered into a Settlement Agreement and General Release (the "Settlement Agreement") with Defendants and Cross-Complainants La Jolla Kayak, LLC, La Jolla Kayak & Company, LLC, Michael Luscomb and Sharon Luscomb.

As part of the Settlement Agreement, those parties agreed to dismiss with prejudice all claims and counterclaims asserted in this action. Those parties further agreed that each party would bear its own attorney's fees and costs incurred in this action.

As part of the Settlement Agreement, those parties agreed that this Court would retain jurisdiction to enforce the terms of the Settlement Agreement and adjudicate any and all disputes arising under the Settlement Agreement.

In accordance with the terms of the Settlement Agreement, the above-named parties, through their respective attorneys-of-record, hereby jointly request that the Court enter an order (1) dismissing with prejudice the Complaint filed herein on or about November 14, 2007, and all claims asserted therein, (2) dismissing with prejudice the Counter-Claim filed herein on or about April 4, 2008, and all claims asserted therein, (3) providing that each party shall bear its own attorney's fees and costs incurred in this action, and (4) providing that the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement and adjudicate any and all disputes arising under the Settlement Agreement.

Dated: September 4, 2008

Respectfully Submitted,
THE TAYLER LAW FIRM, P.C.

By _____s/William C. Tayler____
William C. Tayler
Attorney for San Diego Bike & Kayak Tours, Inc.; Nicholas Bauman; and Marcella Di Michieli

Dated: September 4, 2008

BRIAN J. DUNN, a Professional Corporation

By _____s/Brian J. Dunn_________
Brian J. Dunn
Attorney for La Jolla Kayak & Company, LLC; La Jolla Kayak, LLC; Michael Luscomb and Sharon Luscomb